

**MILWAUKEE TRANSPORT SERVICES, INC.
1942 NORTH 17TH STREET
MILWAUKEE, WI 53205
(414) 937-3293
FAX (414) 344-7080**

QUOTE Q75-1-18

ISSUE DATE: JANUARY 23, 2018

Purchasing Agent: Ms. Vamori Burgheim

RAB ALED3T78 ALED78 Type III LED LIGHTS

Milwaukee Transport Services (MTS), operator of the Milwaukee County Transit System (MCTS), is a quasi-governmental instrumentality of Milwaukee County. MTS is seeking Quotes for furnishing LED Lights. Quotes must be received by the Materials Management Department at the above address on or before:

UNTIL 2:00 P.M. CST – February 6, 2018

Return your response by email to: vburgheim@mcts.org. Late quotes will not be accepted for consideration.

Specifications:

10 each: RAB ALED3T78 ALED78 Type III With 8" Pole Mounting Arm COLL LED Bronze

How to Quote and Award of Contract:

Quote a unit price for **ITEMS 1**.

Provide a price quote, (see attached price sheet). Award will be made in aggregate.

This is a onetime purchase. Award will be made to the lowest responsive and responsible Contractor complying with the specifications as listed, and will be based on what is deemed in the best interest of Milwaukee Transport Services, Inc.

Submit questions in writing to: Ms. Vamori Burgheim, vburgheim@mcts.org. Questions will be allowed until close of business on February 2, 2018.

Billing Procedures and Payment:

MTS will pay Contractor upon satisfactory completion and acceptance of contract services and deliverables. Contractor will submit to MTS properly completed invoices not more often than monthly. The invoices will describe and document, to MTS's satisfaction, a description of the work performed, with labor, materials cost + margin, if any, listed on separate lines. The invoice shall include a reference to the Contract No. If the invoice is more than \$2,000.00, the Contractor must comply with the Davis-Bacon and Related Acts (DBRA) requirements.

Invoices shall be mailed to: Milwaukee Transport Services, Accts. Payable, 1942 N. 17th Street, Milwaukee, WI 53205. (Alternatively, invoices can be emailed to: accts payable@mcts.org.)

Payment will be considered timely if made by MTS within thirty (30) calendar days after receipt of properly completed invoices. Payment will be sent to the address designated by the Contractor.

MTS may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract will be made by MTS.

Binding Contract:

A proposal received in response to this quote is an offer that can be accepted by Milwaukee Transport Services, Inc., to create a binding contract without negotiation with any Firm.

Order of Precedence:

An order of precedence is hereby formally established and will be used to form a binding contract. The order is as follows:

1. Purchase Order.
2. All documents contained within and related to Quote Q75-1-18.
3. Proposal from the successful Contractor.

The order of precedence establishes that any conflict between the proposal and the Purchase Order and/or RFP Documents, the Purchase Order and/or RFP Documents take precedence and control.

Tax Exemption:

MTS is an agency of Milwaukee County and is exempt from Wisconsin Sales Tax under Section 77.54 (9a) (b) of the Wisconsin Statutes, and is exempt from the Federal Excise Tax, and has been granted Exempt No. 39-73-0429K. Wisconsin Exempt No. CES014818.

Debarment:

A contractor who has been debarred or suspended by the Federal government cannot be awarded a contract. During the evaluation period, MTS shall compare all bidders to the "Excluded Parties List" accessible at www.epls.gov.

Enclosures:

1. Quote Q75-1-18
2. Terms and Conditions for Quotation
3. Equal Employment Opportunity (EEO) Certificate

Documents to be returned with Quote:

1. Signature Sheet
2. Quote Price Sheet
3. EEO Certificate

SIGNATURE SHEET

CASH DISCOUNT: Cash invoice discount for payment of invoices following receipt and acceptance of goods or services _____% 30 days.

DELIVERY: Price shall include delivery to: FOB destination freight prepaid to the locations listed on Page 1.

BY SIGNATURE BELOW, YOU ARE AGREEING WITH THE FOLLOWING STATEMENTS:

1. This QUOTE has been made without any connection with any other bidder and is in all respects fair and without collusion or fraud.
2. This QUOTE has been made with the understanding that no elected officer/employee of Milwaukee Transport Services, Inc., or Milwaukee County is interested therein, directly or indirectly.
3. The specifications for this QUOTE have been read and understood.
4. Your company has never defaulted on any contract with Milwaukee Transport Services, Inc., or Milwaukee County.

In signing and submitting this bid, the bidder assures Milwaukee Transport Services, Inc., that the furnishing of the subject materials, services or equipment is under his/her control and accepts and has read all the Terms and Conditions of MTS, of this QUOTE and all documents. If the successful bidder's performance is contingent upon the act of another party, the bidder assures MTS that he/she has the necessary commitments and resources to complete the contract.

Date: _____

Submitted by: _____

Name of firm: _____

Address of firm: _____

Signed per: (manual signature required) _____

Print name: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

CONTRACTOR NAICS #: _____ CONTRACTOR TAX ID #: _____

CONTRACTOR DUNS #: _____

QUOTE Q75-1-18

SUBMIT ONLY ONE (1) QUOTE PER CONTRACTOR

The Contractor proposes to furnish the materials and services herein described at and for the prices hereinafter named, per specifications and, if successful, hereby agrees to enter an agreement with Milwaukee Transport Services, Inc.

Please note: Award will be made in the aggregate with a one (1) time purchase.

To supply Milwaukee Transport Services with LED LIGHT FIXTURES as described on Page 1 of this quote.

Item	QTY	Cost each	Total
RAB ALED3T78 ALED78 TYPE III WITH 8" POLE MOUNTING ARM COLL LED BRONZE	10		

Total price in Words \$_____.

No additional expenses will be accepted.

**MILWAUKEE COUNTY TRANSIT SYSTEM
IS OPERATED AND MANAGED BY
MILWAUKEE TRANSPORT SERVICES, INC. (MTS)**

TERMS AND CONDITIONS FOR QUOTATION

1. Award

Award will be made to the lowest responsive, responsible Contractor meeting specifications. MTS reserves the right to award a separate contract for each item unless otherwise specified in the quote; any group of items; or to reject any or all quotes or any portion of any or all quotes.

2. Tie Bids

If there are tie bids, award will be made in accordance with tie bid provisions as outlined in Chapter 32 of the Milwaukee County General Ordinances.

3. Facsimile Transmission

Contractors choosing to use facsimile equipment to transmit proposals do so at their own risk. Milwaukee Transport Services, Inc., accepts no responsibility for facsimile equipment being used as a responsible means of transmitting and/or receiving documents. Milwaukee Transport Services, Inc., cannot and does not guarantee that the facsimile equipment will always be working or available for the receipt of quotes.

4. Delivery Terms

Quotes shall include delivery costs, (FOB DESTINATION), to the specified delivery point(s), all transportation charges prepaid and borne by Contractor. Deliveries are to be made between 8:00 am – 4:30 pm, Monday through Friday¹, unless otherwise directed.

5. Delays in Delivery

Delays in delivery caused by bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delays deemed by the Director of Materials Management to be clearly and unequivocally beyond the contractor's control, will be recognized. The Contractor may be relieved of meeting the delivery time specified if Contractor files with the Director of Materials Management a request for extension of time, signed by a responsible official, giving in detail all the essential circumstances which upon verification by Director of Materials Management justifies such extension.

6. Taxes

MTS is an agency of Milwaukee County and is exempt from Wisconsin Sales Tax under Section 77.54 (9a) (b) of the Wisconsin Statutes, and is exempt from the Federal Excise Tax, and has been granted Exempt No. 39-73-0429K. Wisconsin Exempt No. CES014818. Bids shall be submitted excluding any of these taxes.

7. Code of Ethics

The Milwaukee County Code of Ethics states in part, "No person may offer to give to any Public

¹ Calculations of time in days and hours shall exclude Saturdays, Sundays and major holidays.

official or employee or his immediate family, and no Public official or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees' vote, official actions or judgment would be influenced thereby."

8. Funds

If funds are not appropriated for payment of this contract, Purchaser may terminate contract at the end of any fiscal year upon 30-days written notice.

MTS operates the transit system for, and under an agreement with, Milwaukee County, Wisconsin. All multi-year contracts / agreements with MTS are contingent upon Milwaukee County retaining MTS as the operator of the transit system. The continuation of this agreement beyond December 31 of any given year, shall be contingent upon MTS receiving the necessary funding from the government agency.

9. Independent Contractor

Nothing contained in the Agreement shall constitute or be construed to create a partnership or joint venture between MTS, Inc. or its successors and the Contractor or its successors or assigns. In entering this Agreement, and in acting in compliance herewith, Contractor is always acting and performing as an independent Contractor, duly authorized to perform the acts required of it hereunder.

10. Retention of Records

Contractor agrees to retain all records related to this contract for a period of at least three years from final date of payment of this contract.

11. Changes in Specifications

Changes to specifications are not permitted. Quotes not meeting the minimum requirements specified shall be rejected. All merchandise shall be new and unused unless otherwise specified in the specifications.

12. Defaulting Bidders Excluded

No bids will be accepted from any person, firm or corporation that has failed to perform faithfully any previous contract with MTS unless said person, firm or corporation has been reinstated on the eligible list of bidders by the Director of Materials Management.

13. Insurance

The successful bidder agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of torts, statutes and benefits under Workers' Compensation claims as required by the State of Wisconsin, including Employers' Liability and insurance covering General and Automobile Liability coverages in the following minimum amounts.

Type of Coverage

Minimum Limits

Wisconsin Workers' Compensation Coverage

Statutory or Proof of all States

Employers' Liability	\$100,000/\$500,000/\$100,000
United States Longshoreman and Harbor Workers Compensation Act Coverage	If required by law

Commercial General Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
(Incl. Personal, Injury, Fire, Legal Contractual & Products/Completed Operations	\$1,000,000 General Aggregate

Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
All autos-owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin Statutes

**MILWAUKEE TRANSPORT SERVICES, INC AND MILWAUKEE COUNTY, AS ITS INTEREST MAY
APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL & AUTOMOBILE LIABILITY,**
AND BE AFFORDED A THIRTY DAY (30) WRITTEN NOTICE OF CANCELAN OR NON-RENEWAL.
DISCLOSURE MUST BE MADE OF ANY NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED
ENDORSEMENT, AND ANY USE OF THE NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED
ENDORSEMENT WILL NOT BE ACCEPTABLE. A CERTIFICATE INDICATING THE ABOVE COVERAGES
SHALL BE SUBMITTED TO 1942 N. 17TH STREET, MILWAUKEE, WI 53205, FOR REVIEW AND
APPROVAL BY MTS INC. FOR THE DURATION OF THIS AGREEMENT.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" or better per Best's Key Rating Guide. Additional Information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to MTS Inc., if requested, to obtain approval of insurance requirements. Any deviations, including the use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to MTS Inc. for approval prior to the commencement of activities under this agreement.

14. Indemnification Agreement

The successful bidder shall indemnify and hold harmless Milwaukee Transport Services, Milwaukee County, their employees, agents and assigns, from any and all liability for damages on account of injury, including death, to persons, including employees of Milwaukee Transport Services or Milwaukee County, or for damage to property which actually or allegedly results from or actually or allegedly arises in connection with the performance of services or the furnishing of goods or products provided in connection with this bid. In addition, the successful bidder shall reimburse Milwaukee Transport Services, Inc. and Milwaukee County for all costs, expenses, including all costs of defense attorneys' fees, and all other losses incurred by Milwaukee Transport Services, Inc. or Milwaukee County in connection with any claims, demands and causes of action, whether meritorious or not, which may be brought against Milwaukee Transport Services, Inc., Milwaukee

County or their employees, agents or assigns, arising in whole or in part from goods, services or products provided or furnished for this bid.

15. Intellectual Property Indemnification

The successful bidder shall defend, at its expense, any action brought against MTS or Milwaukee County or their employees to the extent that it is based on a claim that the goods, services, or products provided in connection with this purchase order infringes any patent, trade secret, trademark, copyright, or other proprietary right. Successful bidder shall indemnify MTS and Milwaukee County for any costs, damages, and fees, including any costs, damages, and fees finally awarded against MTS and Milwaukee County, which are attributable to such claim, if MTS or Milwaukee County notifies successful bidder of the claim. MTS and Milwaukee County shall permit successful bidder, at successful bidder's sole discretion, to defend, compromise or settle the claim. MTS and Milwaukee County shall provide all available information, assistance and authority to enable Contractor to do so, provided successful bidder reimburses MTS and Milwaukee County for such activity.

16. Audit of Records

Contractor shall permit the authorized representative of the Milwaukee County Auditor, after reasonable notice, the right to inspect and audit all data and records of Contractor related to carrying out the contract for a period of up to three years after completion of the contract. If subcontracts and/or associates are utilized, prime contractor shall have a written contractual agreement with County approved subcontractors and/or associates which bind the subcontractor to the same audit contract terms and conditions as the prime Contractor.

17. Non-Discrimination

The contractor, lessee, offeror, supplier, purchaser, etc., agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which include, but not limited to: recruitment or recruitment advertising; employment; upgrading; demotion or transfer, layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for MTS to terminate the contract, lease, order, etc. pursuant to County Ordinance 56.17 - Non-Discriminatory Contracts.

18. Disadvantaged Business Enterprise

The contractor, sub recipient or subcontractor shall not discriminate based on race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

19. Termination for Convenience

MTS may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in MTS's best interest. The Contractor shall be paid its cost, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to MTS to be paid the Contractor. If the Contractor has any property in its possession belonging to MTS, the Contractor will account for the same and dispose

of it in the manner MTS directs.

20. Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, MTS may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by MTS that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, MTS after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

21. Opportunity to Cure

MTS in its sole discretion may, in the case of a termination for default, allow the Contractor thirty (30) days to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to MTS' satisfaction the default or any other terms covenants, or conditions of this Contract within the thirty (30) days after receipt by the Contractor of written notice from MTS setting forth the nature of said default, MTS shall have the right to terminated the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude MTS from also pursuing all available remedies against the Contractor and its sureties for said default.

22. Employee's Right to Know

It is a direct condition of the terms of this proposal that if there be any toxic substances, materials, or infectious agents, the offeror shall supply copies of material safety data sheets in accordance with Wisconsin Statutes, Chapter 364.

23. Brand Names

In all cases, materials must be furnished as specified, but where brand names are used consider the term "approved equal" to follow unless no substitute is allowed. However, written approval of any proposed substitution must be obtained by Contractor prior to submitting quote.

24. Price and Cost Analysis

In the event a single bid is received, MTS will conduct a price and/or cost analysis of the bid based on data which shall be provided by the bidder. A cost analysis is the process of examining the bid and evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar procurement must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price

analysis, it may be necessary for MTS to conduct a cost analysis of the bid price. The price and/or cost analysis shall be made by competent and experienced auditors or price analysts. An engineer's estimate or comparison of the prices involved is insufficient for cost analysis purposes.

25. Written Change Orders

Oral change orders are not permitted. No change in this contract shall be made unless the contracting officer gives his prior written approval. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly ordered by written modification to the contract and signed by the contracting officer.

26. Waiver of Irregularities

MTS may waive informalities and minor irregularities in proposals received.

27. Contract Continuation Clause

Contractor recognizes that the services under this contract are vital to MTS and to the public and must be continued without interruption. Contractor agrees that MTS, in its sole discretion, and by written notice to Contractor at least 30 days prior to contract expiration, may extend this Agreement for up to an additional 30 days. If so extended by MTS, Contractor shall continue to provide services under this Agreement, on the same terms as set forth in this Agreement. MTS may terminate any such extension by providing Contractor with 90-day notice. Contractor further agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to any successor Contract.

28. Equal Opportunity Certificate, if Contract is over \$20,000 (must be notarized)

Contractor agrees to Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, and certifies to MTS that they have a Non-Discrimination Policy, an Affirmative Action program, and Non-Segregated Facilities.

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR
MILWAUKEE COUNTY CONTRACTS**

In accordance with [Section 56.17 of the Milwaukee County General Ordinances](#) and [Title 41 of the Code of Federal Regulations, Chapter 60](#), SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (other-specify): _____, (henceforth referred to as **CONTRACTOR**), certifies to MILWAUKEE COUNTY as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

CONTRACTOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or disability, which includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

CONTRACTOR will post, in conspicuous places available to its employees, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

Affirmative Action Program

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and persons with disabilities and other protected groups, at all levels of employment in all divisions of the seller, successful respondent or contractor's work force, where these groups may have been previously under-utilized and under-represented.

Non-Segregated Facilities

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any sub-contracts, and that it will retain such certifications in its files.

Reporting Requirements

Where applicable, **CONTRACTOR** certifies that it will comply with all reporting requirements and procedures in [Title Code 41 Code of Federal Regulations, Chapter 60](#).

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current affirmative action plans, if required, must be filed with ANY one of the following: The Office of Federal Contract Compliance Programs, or the State of Wisconsin, or the Milwaukee County Department of Audit, Milwaukee County - City Campus, 9th Floor, 2711 W. Wells Street, Milwaukee, Wisconsin 53208. If a current plan has been filed, indicate where filed _____ and the year covered _____. Please provide proof of your AA Plan approval.

CONTRACTOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has No. _____ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and No. employees in total _____.

Compliance

CONTRACTOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this _____ day of _____ 20____ by:

Firm Name: _____

Address: _____

City/State/Zip _____

Telephone: _____

WARNING: An unsigned form shall be considered as a negative response.

By: _____
(Signature) (Title)

(Please Print Name Here)